

40445

14-08

THIS BOOK DOES  
NOT CIRCULATE

PERC

This agreement entered into this 21st. day of June 1976 by and between the Board of Education of the Township of Denville, New Jersey, hereinafter called the "Board", and the Denville Education Association, hereinafter called the "Association".

1976-1977

Howie M. M. M.

LIBRARY  
Institute of Management and  
Labor Relations

JUN 7 1976

RUTGERS UNIVERSITY

## ARTICLE I

The Association agrees to accept present Denville Board of Education Policies, as set down in the Board Policies handbook except where not in accordance with the Public Laws of New Jersey.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 and such amendments to said laws as may be enacted.

## ARTICLE III

### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel, excluding the Administration, to mean, Principals and Superintendent of Schools.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall have the right to use a school building at all reasonable hours for meetings subject to the final approval by the Principal and the Superintendent of Schools.

## ARTICLE V

### NON-TEACHING DUTIES

A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end. Therefore, they agree as follows:

1. By the beginning of the 1970-71 school year, it is agreed that the Board of Education shall employ four teacher aides in each of our schools.

These aides shall be employed for the purpose of supervising lunchroom and playground areas at lunch time as specified by the Building Principal and the Superintendent of Schools.

2. In an emergency teachers may be called upon to supervise lunchroom and playground areas. An emergency is defined as follows:

"Emergency shall not be construed to be a situation whereby prior knowledge and planning on the part of the administration and or parties concerned could have alleviated the situation."

## ARTICLE VI

### SALARIES

1. Teachers may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day in June.

2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

3. Teachers shall receive their final pay checks on the last working day in June unless there are extenuating circumstances which may prevail.

The salaries of all teachers covered by this agreement are set forth in the attached schedule hereto and made part of.

DENVILLE TOWNSHIP BOARD OF EDUCATION  
Teacher's Salary Guide for the 1976-77 School Year

Step	B.A. Degree	B.A. Degree + 30	M.A. Degree	M.A. Degree + 30
1	\$10,000.00	\$10,300.00	\$11,200.00	\$11,500.00
2	10,320.00	10,645.00	11,500.00	11,825.00
3	10,650.00	10,965.00	11,825.00	12,150.00
4	10,960.00	11,290.00	12,125.00	12,470.00
5	11,300.00	11,720.00	12,475.00	12,900.00
6	11,725.00	12,150.00	12,900.00	13,440.00
7	12,150.00	12,580.00	13,440.00	13,975.00
8	12,575.00	13,010.00	13,975.00	14,515.00
9	13,000.00	13,440.00	14,500.00	15,050.00
10	13,440.00	13,970.00	15,050.00	15,590.00
11	13,875.00	14,400.00	15,600.00	16,125.00
12	14,400.00	14,835.00	16,125.00	16,770.00
13	14,840.00	15,375.00	16,775.00	17,415.00
14	15,375.00	15,910.00	17,400.00	18,060.00
15	15,900.00	16,450.00	18,050.00	18,705.00
16	17,000.00	17,525.00	19,350.00	20,000.00
20	17,500.00	18,060.00	20,000.00	20,640.00
25	18,050.00	18,600.00	20,650.00	21,285.00

## ARTICLE VII

### INDIVIDUAL GRIEVANCE PROCEDURE

The Individual Grievance Procedure as amended to Board Policy on 21 June 1976 and as set forth below shall be adhered to by both parties - the Denville Board of Education and the Denville Education Association.

#### Individual Grievance Procedure

An individual member of the certified teaching staff shall have the right to appeal the application of terms and conditions of employment which are in violation of the contract and administrative decisions affecting him through administrative channels. With respect to his personal grievances he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representative of the Denville Township Teacher Association or another person of his own choosing to appear with him or for him at any step in his appeal.

1. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at the level. Such discussions must take place within thirty (30) school days of alleged occurrence.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his complaint in writing to the principal (or immediate superior or department head, if applicable). The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties and, upon request, with the employees or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.
4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the board of education. The board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) school days.
5. (a) If the aggrieved person is not satisfied with the disposition of his grievance by the Board of Education or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the board, he may, within five (5) school days after a decision by the board or thirty (30) school days after the grievance was delivered to the board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of paragraph (b) of this ITEM.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring same.

(f) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

6. If any period specified above in terms of school days should occur at the end of the school year, the period will extend into the following school year for any unexpired school days in that step of the grievance procedure.

#### ARTICLE VIII

"For the duration of the contract, Board Policy shall not be changed without negotiating an agreement with the Association". (this applies only to policy pertaining to certified personnel)

#### ARTICLE IX

Three half days shall be allowed to teachers for parent/teacher conferences.

#### ARTICLE X

Half day session shall be scheduled by the Administration on the day before Thanksgiving Recess.

#### ARTICLE XI

Upon legal retirement, teachers shall be paid \$25.00 per day for any unused sick days accumulated while in the employ of the Denville Township Board of Education. Legal retirement shall mean - retirement from the teaching profession due to age.

#### ARTICLE XII

Teachers need only place a check (✓) mark beside their name upon arrival and departure. However, in the event that a teacher shall have a scheduled conference after school with a parent, and the parent fails to arrive at the scheduled time, the teacher shall remain in the school building for a minimum of fifteen (15) minutes subsequent to the scheduled conference time, and thereafter, upon departure the teacher shall sign his or her name on the attendance register and shall further designate the time of departure. On those half days allowed for parent/teacher conferences (in October and November) teachers shall remain until the official school closing time.

#### ARTICLE XIII

Upon approval of the 1976-77 contract, all teachers shall receive a copy.

#### ARTICLE XIV

While on a Sabbatical Leave, the teacher shall not be paid for any courses he or she may pursue or any other expenses. The teacher is not entitled to sick days benefits, nor accumulation of unused sick days which might be credited if not granted sabbatical. Teacher will remain in employ of Board for one school year after return from sabbatical or salary paid during sabbatical shall be reimbursable to the Board.

#### ARTICLE XV

Except for those teachers assigned to bus duty the minimum work day for all teachers shall start 20 minutes prior to the beginning of the official school day and end 15 minutes after the official school closing time.

#### ARTICLE XVI

The present policy which enables a teacher to include a written comment about his or her evaluation shall be continued.

#### ARTICLE XVII

The Superintendent of Schools may authorize Leave for sufficient personal reason to any employee when requested in writing. No reason or purpose need be stated by any employee for the first personal day. Granting of additional personal days shall be at the discretion of the Superintendent for good cause. Personal days shall not be given to any employee before or after a holiday without just cause.

#### ARTICLE XVIII

It is agreed that a committee consisting of seven (7) members shall be formed for the purpose of recommending to the Board a teacher performance evaluation and procedure for conducting such evaluation. The seven members shall consist of four (4) members appointed by the Board and three (3) members appointed by the teachers association. The committee shall select a chairperson and forward its recommendations to the Board no later than November 15, 1976.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of 1 September 1976 and shall continue in effect until 30 June 1977.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Denville Education Association

Joseph F. Novak, President

Secretary

Denville Board of Education

Ronald F. Pitman, President

Delbert B. Decker, Board Secretary